

RECORDATION NO. 14241-7 FILED

FEB 10 '99

1-45 PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

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ELLSWORTH C. ALVORD (1964)

20006-2973

(202) 393-2266

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OF COUNSEL
URBAN A. LESTER

John
February 9, 1999

Secretary
Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Amendment Agreement, dated as of August 3, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to Lease Agreement which was previously filed with the Commission/Board under Recordation Number 14241.

The names and addresses of the parties to the enclosed document are:

Lessee: Consolidated Rail Corporation
2001 Market Street
Philadelphia, PA 19101

Lessor: State Street Bank and Trust Company (successor in
interest to The Connecticut Bank and Trust
Company)
2 International Plaza
Boston, MA 02110

A description of the railroad equipment covered by the enclosed document is:

This transaction does not involve any new or additional
railroad equipment.

Mr. Vernon A. Williams
February 9, 1999
Page 2

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Robert W. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord and Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

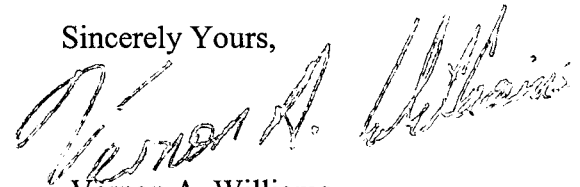
Dear Sir:

The enclosed documents (s) was recorded pursuant to the provisions of 49 U.S.C.

11301 and CFR 1177.3 (c), on 2/10/99 at 1:45PM , and

assigned recordation numbers (s): 12014-G, 14098-F, 14241-I, 14479-C, 14993-H,
15224-C, 15596-I, 15728-A, 15729-B, 18414-H
and 19708-C.

Sincerely Yours,

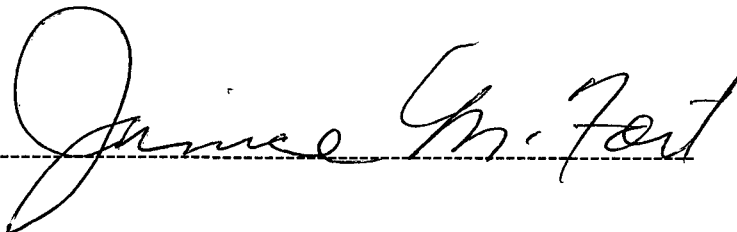

Vernon A. Williams

Enclosure(s)

286.00

\$_____ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature_____



[L568]

AMENDMENT AGREEMENT

RECORDATION NO. 14241-7 FILED

in respect of

FEB 10 '99

1-45 PM

Lease of Railroad Equipment

THIS AMENDMENT AGREEMENT (this "Amendment Agreement") dated as of August 3, 1998 among CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Lessee"), CITICORP DEL-LEASE, INC., a Delaware corporation (successor in interest to J.P. Morgan Interfunding Corp.) (the "Beneficiary"), STATE STREET BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association (successor in interest to The Connecticut Bank and Trust Company, National Association) not in its individual capacity but solely as trustee under the trust agreement referred to below (the "Trustee" or the "Lessor"), THE BANK OF NEW YORK, a New York corporation (successor in interest to Mercantile-Safe Deposit and Trust Company) (the "Agent" or the "Vendor") and GENERAL MOTORS ACCEPTANCE CORPORATION, a New York Corporation, (together with its successors and assigns, the "Investor").

RECITALS:

WHEREAS, the Lessee, the Agent, the Lessor, as vendee (the "Vendee"), the Beneficiary, General Motors Corporation (the "Builder") and the Investor have entered into a Participation Agreement dated as of November 18, 1983, as amended by the Amendment to Participation Agreement dated as of April 25, 1984 (the "Participation Agreement");

WHEREAS, the Builder and the Trustee have entered into a Conditional Sale Agreement dated as of November 18, 1983, as amended by the Amendment to Conditional Sale Agreement dated as of April 25, 1984 (the "Conditional Sale Agreement");

WHEREAS, the Lessor and Lessee have entered into a Lease of Railroad Equipment dated as of November 18, 1983, as amended by the Amendment to Lease of Railroad Equipment dated April 25, 1984 (the "Lease Agreement");

WHEREAS, the Lessor and the Vendor have entered into an Assignment of Lease and Agreement dated as of April 25, 1984;

WHEREAS, the Lessee has executed and the Vendor has accepted a Consent and Agreement dated as of April 25, 1984;

WHEREAS, the Beneficiary and the Trustee have entered into a Trust Agreement dated as of November 18, 1983, as amended by Amendment to Trust Agreement dated April 25, 1984 (the "Trust Agreement");

WHEREAS, the Investor and the Agent have entered into an Agreement and Assignment dated as of April 25, 1984; and

WHEREAS, the Beneficiary (successor in interest to Progress Leasing Corporation) and the Lessee have entered into an Equipment Option Agreement dated as of March 31, 1993, as amended by Amendment No. 1 to Equipment Option Agreement dated as of October 26, 1993 (the "Option Agreement").

NOW, THEREFORE, in consideration of the agreements contained herein and for other consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

AMENDMENTS

SECTION 1.1. Certain Defined Terms. Capitalized terms used but not defined herein have the respective meanings set forth in the Lease Agreement. Capitalized terms used herein but not defined in the Lease Agreement have the following meanings:

"Conrail Group" means the Lessee and the LLCs.

"LLC" means each of New York Central Lines LLC, Pennsylvania Lines LLC, and any successor to either thereof.

"Transaction Agreement" means the transaction agreement dated as of June 10, 1997 among the Lessee, Conrail, Inc., CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company and CRR Holdings LLC, as the same may be amended, modified or supplemented from time to time.

SECTION 1.2. The second paragraph of Section 12 of the Lease Agreement is hereby amended to read as follows:

"So long as no Event of Default exists hereunder, the Lessee shall be entitled to the possession and use of the Units in accordance with the terms of this Lease and, without the prior written consent of the Lessor, the Lessee may sublease the Units to, or permit their use by, a user incorporated or organized in

the United States of America (or any State thereof or the District of Columbia), upon lines of railroad owned or operated by the Lessee or such user or by a railroad company or companies incorporated or organized in the United States of America (or any State thereof or the District of Columbia), or over which the Lessee, such user, or such railroad company or companies have trackage rights or rights for operation of their trains, and upon the lines of railroad of connecting and other carriers in the usual interchange of traffic or in through or run-through service, but only upon and subject to all the terms and conditions of this Lease; provided that no such sublease shall relieve the Lessee of its obligations under the Lease; and provided, further, however, that (i) except for any sublease to any LLC, CSX Transportation, Inc. or Norfolk Southern Railway Company, the Lessor's consent, not to be unreasonably withheld, must be obtained for any sublease that is for a term longer than six months; (ii) the Lessee shall not sublease or permit the sublease or use of any Unit to service involving operation or maintenance outside the United States of America except that occasional service in Canada shall be permitted so long as such service in Canada does not involve regular operation and maintenance outside the United States of America; (iii) any such sublease or use shall be consistent with the provisions of Section 16 hereof; (iv) the Lessee will not, and will not permit any of its LLC to, sublease any of the Units if such sublease would have a material adverse effect on the benefits available to the Lessor under this Lease pursuant to 11 U.S.C. § 1168; and (v) the Lessee will not, and will not permit any of the LLCs to, sublease any of the Units unless the agreement governing such sublease expressly provides that (a) the sublease of such Unit thereunder shall be junior and subordinate to this Lease, (b) any such sublease shall be made expressly subject to all of the terms, conditions and provisions of the Lease, (c) no such sublease shall have a term which extends beyond the Lease Term of this Lease (as extended by the Option Agreement), (d) no such sublease shall in any way discharge or diminish any of the Lessee's obligations to the Lessor hereunder, and (e) upon a default by the Lessee under this Lease, the sublessee under such sublease shall surrender possession of such Unit in accordance with the provisions of this Lease. No such assignment or sublease shall relieve the Lessee of its obligations under any Document (as defined in the Participation Agreement) which shall be and remain those of a principal and not a surety."

SECTION 1.3. The Lease Agreement is hereby amended by adding the following:

"Section 22. Amendments to Other Agreements. The Lessee will not, and will not permit any of the LLCs to, agree to any amendment to the Transaction Agreement (or to any other agreement contemplated by or entered into pursuant to the Transaction Agreement) that would reduce the total amounts payable by CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, and

Norfolk Southern Railway Company to all members of the Conrail Group in the aggregate under the Transaction Agreement (and all agreements contemplated thereby or entered into pursuant thereto) to a level, in respect of any period, which is insufficient to service the Lessee's outstanding debt and rental obligations in respect of such period, taking into account cash available to members of the Conrail Group from all other sources to service such obligations.”

ARTICLE II

MISCELLANEOUS

SECTION 2.1. Except as amended hereby, the Documents (as defined in the Participation Agreement) are in all respects ratified and confirmed, and all of the terms, provisions and conditions thereof shall be and remain in full force and effect.

SECTION 2.2. If any provision of this Amendment Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 2.3. The parties hereto each hereby agree to execute and deliver, or cause to be executed and delivered, such other documents, instruments and agreements, and take such further actions, as any party may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms of this Amendment Agreement.

SECTION 2.4. This Amendment Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 2.5. Pursuant to Section 8.01 of the Trust Agreement, the Beneficiary hereby requests and authorizes the Trustee to execute and deliver this Amendment Agreement.

SECTION 2.6. Pursuant to Section 3 of the Participation Agreement, this Amendment Agreement shall not be effective against the Agent unless and until executed by the Investor holding at least 66 2/3% or more in principal amount of CSA Indebtedness (as defined in the Conditional Sale Agreement).

SECTION 2.7. This Amendment Agreement shall be effective only upon the execution hereof by all of the parties hereto.

SECTION 2.8. This Amendment Agreement may be executed in any number of counterparts, each of which shall be an original but such counterparts shall together

constitute one and the same instrument. Delivery by telecopier of an executed signature page hereto shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

CONSOLIDATED RAIL CORPORATION

By: Thomas J. McFadden
Name: Thomas J. McFadden
Title: Treasurer

CITICORP DEL -LEASE, INC.

By: _____
Name: _____
Title: _____

STATE STREET BANK AND TRUST COMPANY,
not in its individual capacity but solely
as Trustee

By: _____
Name: _____
Title: _____

THE BANK OF NEW YORK,
not in its individual capacity but solely
as Agent

By: _____
Name: _____
Title: _____

STATE OF Pennsylvania)
COUNTY OF Philadelphia)

SS.:

On this, the 2nd day of October, 1998, before me, a notary public, personally appeared Thomas J. McFadden, to me known, who, being by me duly sworn, did depose and say that he/she is the Treasurer of Consolidated Rail Corporation, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on October 2, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this
2nd day of October, 1998.

[Notarial Seal]

Suzanne J. Rossomando
NOTARY PUBLIC
MY COMMISSION EXPIRES ON

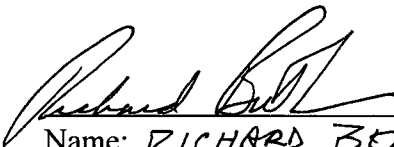
NOTARIAL SEAL
Suzanne J. Rossomando, Notary Public
City of Philadelphia, Phila. County
My Commission Expires June 28, 1999

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

CONSOLIDATED RAIL CORPORATION

By: _____
Name:
Title:

CITICORP DEL-LEASE, INC.

By:  _____
Name: RICHARD BEITKAU
Title: VICE PRESIDENT

STATE STREET BANK AND TRUST COMPANY,
not in its individual capacity but solely
as Trustee

By: _____
Name:
Title:

THE BANK OF NEW YORK,
not in its individual capacity but solely
as Agent

By: _____
Name:
Title:

STATE OF New York :)
)
COUNTY OF WESTCHESTER :) SS.:

On this, the 29th day of October, 1998, before me, a notary public, personally appeared RICHARD BEATKAN, to me known, who, being by me duly sworn, did depose and say that he/she is the VICE PRESIDENT of CITICORP DEL CASS INC., one of the parties described in and which executed the foregoing instrument; that said instrument was executed on October 29, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this
29th day of October, 1998.

[Notarial Seal]

Donald E. Hoyt

NOTARY PUBLIC
MY COMMISSION EXPIRES ON

DONALD E. HOYT
Notary Public, State of New York
No. 02H05044718
Qualified in Westchester County
Commission Expires June 5, 1999

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

CONSOLIDATED RAIL CORPORATION

By: _____
Name:
Title:

CITICORP RAILMARK, INC.

By: _____
Name:
Title:

STATE STREET BANK AND TRUST COMPANY,
not in its individual capacity but solely
as Trustee

By: 
Name: **Alison Della Bella**
Title: **Assistant Vice President**

THE BANK OF NEW YORK,
not in its individual capacity but solely
as Agent

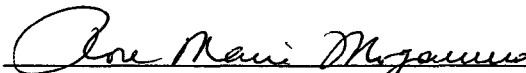
By: _____
Name:
Title:

COMMONWEALTH
STATE OF MASSACHUSETTS :)
) SS.:
COUNTY OF SUFFOLK :)

On this, the ____ day of _____, 1998, before me, a notary public,
personally appeared ALISON DELLA BELLA, to me known, who, being by me
duly sworn, did depose and say that he/she is the ASSISTANT VICE PRESIDENT of
STATE STREET BANK AND TRUST COMPANY, one of the parties described in
and which executed the foregoing instrument; that said instrument was executed on
_____, 1998 on behalf of said party by authority of its Board of Directors, and
he/she acknowledged that the execution of the foregoing instrument was the free act and deed
of said party.

Sworn to before me this
____ day of _____, 1998.

[Notarial Seal]



NOTARY PUBLIC

MY COMMISSION EXPIRES ON

ROSE MARIE MOGAURO
Notary Public
My Commission Expires January 14, 2005

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

CONSOLIDATED RAIL CORPORATION

By: _____
Name:
Title:

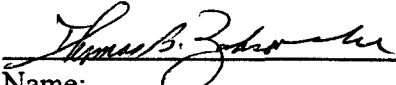
CITICORP RAILMARK, INC.

By: _____
Name:
Title:

STATE STREET BANK AND TRUST COMPANY,
not in its individual capacity but solely
as Trustee

By: _____
Name:
Title:

THE BANK OF NEW YORK,
not in its individual capacity but solely
as Agent

By: 
Name: THOMAS B. ZAKRZEWSKI
Title: Assistant Vice President

STATE OF _____ :)
)
COUNTY OF _____ :) SS.:

On this, the 19 day of August, 1998, before me, a notary public, personally appeared THOMAS B. ZAKRZEWSKI, to me known, who, being by me duly sworn, did depose and say that he/she is the ASSISTANT VICE PRESIDENT of THE BANK OF NEW YORK, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on August 19, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this
19 day of August, 1998.

[Notarial Seal]




NOTARY PUBLIC

MY COMMISSION EXPIRES ON

WILLIAM J. CASSELS
Notary Public, State of New York
No. 01CA5027729
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires May 16, 2000

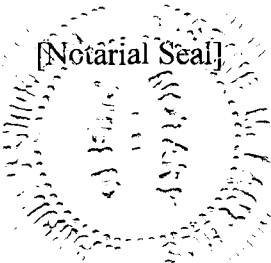
GENERAL MOTORS ACCEPTANCE
CORPORATION

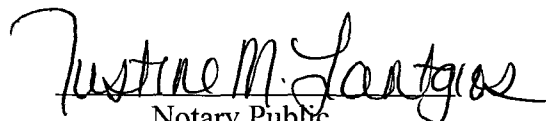
By: 
Name: Thomas A. Cover
Title: Assistant Treasurer

State of Michigan)
)
County of Wayne) ss.:

On this, the 18th day of August, 1998, before me, a notary public, personally appeared Thomas A. Cover, to me known, who, being by me duly sworn, did depose and say that he is the Assistant Treasurer of General Motors Acceptance Corporation, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on August 18, 1998 on behalf of said party by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this
18th day of August, 1998.




Notary Public
My Commission Expires on July 29, 2002

JUSTINE M. LANTGIOS
Notary Public, Wayne County, MI
My Commission Expires July 29, 2002